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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MARC WOLSTENHOLME,  
Plaintiff,  
vs.  
RIOT GAMES, INC.,  
Defendant

CASE NO. 2:25-CV-00053-FMO-BFM HON.

*Hon. Fernando M. Olguin*

DECLARATION OF MARC  
WOLSTENHOLME

PLAINTIFF'S COMPREHENSIVE ACCESS,  
DISSEMINATION, AND  
MISAPPROPRIATION ARGUMENT- IN  
SUPPORT OF ACCESS STATEMENTS  
ALREADY FILED.

Date: May 8, 2025  
Time: 10:00 am  
Crtrm: 6D

Dated this: April 26, 2025

*M. WOLSTENHOLME*  
\_\_\_\_\_  
[MARC WOLSTENHOLME]

**Supplemental Filing related to Access and Discovery.**

## I. INTRODUCTION: LEGAL STANDARD FOR ACCESS

Under Ninth Circuit law, a plaintiff in a copyright case establishes access by showing either (1) widespread dissemination of the work, or (2) a reasonable possibility that the defendant had an opportunity to view the work (Three Boys Music Corp. v. Bolton, 212 F.3d 477 (9th Cir. 2000)). Critical success or public acclaim is not required, only that the work was available to the defendant through plausible channels.

## II. FACTUAL TIMELINE OF PLAINTIFF'S DISSEMINATION

Over 100 submissions made to:

Literary agencies (e.g., Curtis Brown Group, UTA)

## Gaming companies

## Animation studios

## Talent agencies

## Comic book publishers

Many more submission through public portals like QueryTracker and agency direct submission forms.

Bloodborg: The Harvest specifically marketed as a cross-media property (novel, game, animation).

### III. CHAIN OF ACCESS

## Submission to Curtis Brown Group (CBG):

CBG had direct and ongoing relationships with UTA and other entities collaborating with Riot Games.

Jonny Geller, CEO of CBG, reviewed Plaintiff's full creative roadmap.

## Submission to Riot Forge:

Plaintiff submitted via Riot's online portal systems.

Riot Forge operated specifically to scout creative concepts for development.

The wayback Machine does not show that Riot Forge did not take submissions, to the contrary.

## IV. ERRONEOUS LEGAL STANDARD AT SETTLEMENT CONFERENCE

Magistrate Judge incorrectly stated that evidence of personal hand-to-hand transfer was necessary.

Judge wrongly stated critical success was required for access.

Legal Correction: Dissemination to companies and agents is sufficient; critical success is irrelevant under Three Boys Music.

## V. EVIDENCE OF INDUSTRY CONNECTIONS: CBG, UTA, AND ARCAN

UTA and CBG represented over 80% of Arcane's top-billed voice cast, with over 100 artists in total. Amanda Overton, Executive Story Editor, Writer, is UTA Represented.

Characters represented by UTA and Curtis Brown Group received significantly more screen time than most, with Steinfeld, Purnell and Leung being the top three, Kevin Alejandro in fourth place and Lloyd being the 5th most onscreen character. That's the top five roles in Arcane, cast by the same conglomerate, who has been evidence to have been sent Bloodborg, and has a history of ongoing copyright concerns of the M.W. Wolf catalog of Fiction. Moreover, Jason Spisak, as Silco, represented by UTA, is joint 7th for most screen time. Silco is also perhaps one of the most iconic and plot-wise important roles.

1 The cast represented by UTA and CBG had 65 % of screen time of the main cast.  
2  
3

4 CBG and UTA were in close collaboration leading up to their merger.  
5  
6

7 This means that the six members of the cast represented by UTA and CBG had  
8 almost exactly 50% more screen time than the rest of the eight main cast members.  
9  
10

11 UTA's agent Abby Glusker shares a rare surname with Riot's original law firm  
12 (Greenberg Glusker LLP).  
13  
14

15 Casting Director David Lyerly worked extensively with UTA-represented talent.  
16  
17

18 UTA Senior Agent Kathy Cavaiola specialized in animation and literary talent,  
19 casting Mia and perhaps Miles who may also be linked to UTA, showing overlapping work with  
20 Arcane staffing beyond those listed.  
21  
22

23 Executive Producer Jane Chung Hoffacker later worked with Netflix/UTA  
24 pipelines and UTA is a main contributor of Netflix talent.  
25  
26

27 Executive Producer Thomas Vu collaborated professionally with UTA/CBG  
28 linked creatives on Riot Games properties.  
29  
30

## VI. JANE CHUNG HOFFACKER'S ADMISSIONS

Jane Chung Hoffacker admitted in interviews:

She reviewed external script submissions.

She recruited writing talent based on external submissions.

She influenced the composition of the writers' room for *Arcane* with submitted manuscripts.

## VII. RIOT'S CONCEALMENT OF RELEVANT AGENCY

## CONNECTIONS

Riot repeatedly scrubbed references to UTA and CBG from Joint Rule 26(f) Report drafts making the Plaintiff rewrite them many times over.

Procedural concealment strengthens adverse inference that access routes were material.

## **VIII. PATTERN OF SUSPECTED MISAPPROPRIATIONS**

Plaintiff has identified other instances where:

Works submitted to CBG appeared in modified form in Netflix and Marvel projects.

Represented by Jonny Geller, Lisa Jewell's Marvel novel *Breaking the Dark* included near-verbatim elements from Plaintiff's creative catalog and this is under review. This includes elements from "After the Black" which literally has the same meaning as *Breaking the Dark*.

Demonstrates a pattern of wrongful appropriation by entities with access.

## **IX. STRATEGIC ACCESS TO PLAINTIFF'S FULL CREATIVE**

Jonny Geller is the only person who accessed the full map of M.W. Wolf's planned fictional universe.

Access to Bloodborg = access to decades of trauma-writing, interconnected plots, characters, and future works.

1 **X. BLOODBORG AS CORE TO TRAUMA MEGAVERSE**

2 Bloodborg is not an isolated book but an integral node in an interconnected  
3 fictional multiverse.

4

5

6 Access to Bloodborg provided Riot a roadmap to Plaintiff's entire creative  
7 architecture and more of it is being infringed upon.

8

9

10 **XI. WIDESPREAD DISSEMINATION ACROSS RELEVANT**  
11 **INDUSTRIES**

12

13 Submissions targeted precisely at Riot's sectors (gaming, animation, television).

14

15 Public portals, agent submissions, and industry overlap confirm reasonable  
16 exposure.

17

18

19 **XII. RIOT'S TIMELINE MANIPULATIONS AND PROCEDURAL**  
20 **MISCONDUCT**

21 Riot fabricated false limitations on portal submissions ("150-word limit" defense).

22 Riot misrepresented the timeline of Arcane's development to obscure access.

23 Riot suppressed disclosure of material relationships in filings.

24 Riot has refused to disclose these relationships in discovery.

### XIII. RIOT'S PRIVACY POLICY CONFIRMING COLLECTION AND SHARING OF SUBMISSIONS

Riot's Privacy Policy (April 3, 2019) confirms:

Riot collects and stores all submitted user content.

Riot internally disseminates submissions across divisions.

No restrictions on file size or character limits for submissions.

## **XIV. RIOT'S TERMS OF USE CONFIRMING UNLIMITED LICENSE OVER SUBMISSIONS**

Riot's Terms of Use grant Riot a worldwide, perpetual, irrevocable, royalty-free license to:

Use, modify, create derivative works from, and commercially exploit user-submitted materials.

Accept unsolicited ideas and use them without compensation.

## XV. INTERNET ARCHIVE DISCLAIMS ACCURACY, UNDERMINING RIOT'S RELIANCE ON WAYBACK MACHINE EVIDENCE

The Internet Archive (Wayback Machine) explicitly disclaims responsibility for the accuracy, completeness, or currency of archived materials.

1 Materials hosted on the Archive are intended solely for research and scholarship  
2 purposes, not as certified evidence.

3 Content may be incomplete, outdated, manipulated, or otherwise unreliable.

4 Riot's reliance on unauthenticated Wayback Machine snapshots to assert portal  
5 functionality is factually and legally improper.

6 The settlement Judge questioned none of this but attempted to pressure the  
7 Plaintiff into dropping the complaints.

8

9

10 **XVI. REQUESTS FOR ADMISSION TO DEFENDANT RIOT GAMES**

11 Plaintiff respectfully submits the following Requests for Admission to Defendant  
12 Riot Games:

13 Admit that Hailee Steinfeld, who voiced "Vi" in Arcane, was represented by  
14 United Talent Agency (UTA) at the time of her engagement.

15 Admit that Ella Purnell, who voiced "Jinx" in Arcane, was represented by Curtis  
16 Brown Group at the time of her engagement.

17 Admit that Katie Leung, who voiced "Caitlyn" in Arcane, was represented by  
18 Curtis Brown Group at the time of her engagement.

19 Admit that Harry Lloyd, who voiced "Viktor" in Arcane, was represented by  
20 Curtis Brown Group at the time of his engagement.

21 Admit that Jason Spisak, who voiced "Silco" in Arcane, was represented by  
22 United Talent Agency (UTA) at the time of his engagement.

Admit that Amanda Overton, an executive story editor and writer for Arcane, was represented by United Talent Agency (UTA) at the time of her engagement.

Admit that Ash Brannon, a co-executive producer and writer for Arcane, was represented by United Talent Agency (UTA).

Admit that David Lyerly, a casting director for Arcane, regularly worked with and cast United Talent Agency (UTA) clients for voice roles in animation projects including Arcane.

Admit that Kathy Cavaiola, a senior agent at United Talent Agency (UTA), specialized in representing animation and screenwriting talent during the development of Arcane.

Admit that Meredith Layne, casting director for Arcane, regularly cast United Talent Agency (UTA) clients for animated projects contemporaneous with Arcane.

Admit that Jane Chung Hoffacker, executive producer for Arcane, collaborated professionally with Netflix and United Talent Agency (UTA) affiliated talent during the development and promotion of Arcane.

Admit that Thomas Vu, executive producer for Arcane, worked professionally with individuals represented by United Talent Agency (UTA) and Curtis Brown Group during the development of Arcane.

Admit that Riot Games were receiving unsolicited manuscripts and reviewing them in the writer's room to build Arcane.

Admit that Riot had access to Bloodborg.

Admit that Riot received manuscripts from UTA or Curtis Brown Group for  
Arcane.

Admit that Riot engaged in quid-pro-quo deals with listed entities.

1 **XVIII. NOTICE OF LODGING EXHIBITS A, B AND C**  
2  
3

4 Plaintiff hereby provides notice of lodging the following exhibits in support of the  
5 Access Argument and Requests for Admission:

6 **Exhibit A- CONFIRMED INDUSTRY CONNECTIONS TABLE**

7 Confirms UTA and CGB's overwhelming and undeniable monopoly of talent  
8 involved in Arcane and main "Writer" Overton used to confer the manuscript.

9  
10 **Exhibit B: Riot Games Privacy Policy and Terms of Use, effective April 3, 2019.**

11 Confirms that Riot Games collects, stores, and internally shares submitted content  
12 without any express limitations on character count or file size.

13  
14  
15 Confirms Riot's claimed rights to modify, create derivative works from, and  
16 commercially exploit user-submitted materials.

17  
18  
19 **Exhibit C: Internet Archive (Wayback Machine) Terms of Use.**

20 Disclaims accuracy, completeness, or currency of archived materials.  
21 Clarifies that the Wayback Machine is intended solely for research and  
22 scholarship, not evidentiary authentication.

23 Plaintiff respectfully submits these exhibits to assist the Court in evaluating the  
24 issues of access, authenticity of evidence, and the procedural fairness of the proceedings to date.

## CONCLUSION: ACCESS, MOTIVE, OPPORTUNITY, AND IMPROPER USE ARE CLEAR

Plaintiff has established:

Access through multiple clear channels;

Motive via agency mergers, content pipeline needs, and profit incentives;

Opportunity based on submissions, portal policies, and industry practices;

## Evidence of Misappropriation based on subsequent thematic overlaps and

procedural misconduct.

Accordingly, Plaintiff respectfully requests that the Court recognize the extensive and documentary evidence of access, and reject Riot's defenses based on factual misrepresentations.

1 EXHIBIT A - CONFIRMED INDUSTRY CONNECTIONS TABLE

2	3	NAME	4	ROLE IN	5	CONNECTION
6	7	8	9	ARCANE	10	
11	12	13	14	HAILEE STEINFELD	15	16
17	18	19	20	Voiced Vi	21	22
23	24	25	26		27	28
29	30	31	32	ELLA PURNELL	33	34
35	36	37	38	Voiced Jinx/Older Powder	39	40
41	42	43	44	KATIE LEUNG	45	46
47	48	49	50	Voiced Caitlyn	51	52
53	54	55	56	HARRY LLOYD	57	58
59	60	61	62	Voiced Viktor	63	64
65	66	67	68	JASON SPISAK	69	70
71	72	73	74	Voiced Silco	75	76
77	78	79	80	AMANDA OVERTON	81	82
83	84	85	86	Executive Story Editor, Writer	87	88
89	90	91	92	ASH BRANNON	93	94
95	96	97	98	Co-Executive Producer, Writer	99	100
101	102	103	104	DAVID LYERLY	105	106
107	108	109	110	Casting Director	111	112
113	114	115	116	KATHY CAVAIOLA	117	118
119	120	121	122	UTA Senior Literary Agent	123	124
125	126	127	128	MEREDITH LAYNE	129	130
131	132	133	134	Animation Casting Director	135	136
137	138	139	140	JANE CHUNG HOFFACKER	141	142
143	144	145	146	Executive Producer	147	148
149	150	151	152	THOMAS VU	153	154
155	156	157	158	Executive Producer	159	160
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1 EXHIBIT B - Riot Games Privacy Policy and Terms of Use, effective April 3,  
2 2019.

3 *Exhibit B is 32 pages long, so it has been filed as an attachment.*

1 **Exhibit C: Internet Archive (Wayback Machine) Terms of Use.**

2 Internet Archive's Terms of Use, Privacy Policy, and Copyright Policy

3 Terms of Use 31 Dec 2014

4

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8 violate anyone's rights of privacy, (b) not to act in any way that might give rise to civil or  
9 criminal liability, (c) not to use or attempt to use another person's password, (d) not to collect or  
10 store personal data about anyone, (e) not to infringe any copyright, trademark, patent, or other  
11 proprietary rights of any person, (f) not to transmit or facilitate the transmission of unsolicited  
12 email ("spam"), (g) not to harass, threaten, or otherwise annoy anyone, and (h) not to act in any  
13 way that might be harmful to minors, including, without limitation, transmitting or facilitating  
14 the transmission of child pornography, which is prohibited by federal law and may be reported to  
15 the authorities should it be discovered by the Archive.

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19 You agree that we may contact you from time to time with surveys or other  
20 questions regarding your opinions about and uses of the Archive, as well as with information we  
21 believe may be of interest to you. We encourage you to respond to these surveys because we  
22 value your input, which will assist us in improving the Archive. In addition, we request that,  
23 according to standard academic practice, if you use the Archive's Collections for any research  
24 that results in an article, a book, or other publication, you list the Archive as a resource in your  
25 bibliography.

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4 publisher of some part of the Archive does not want his or her work in our Collections, then we  
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8 any time upon written notice (including via email) to you. Upon termination, you agree that the  
9 Archive may immediately deactivate any password it has issued to you and bar you from  
10 accessing the Collections or the Site.

11  
12           The Archive may modify this Agreement from time to time, and your continued  
13 use of the Collections and/or the Site constitutes your acceptance of any and all modifications.  
14 The Archive will attempt to notify you of substantial modifications via the email address that  
15 you have registered with us, if any.

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21 it guarantee or warrant that the content available in the Collections is accurate, complete,  
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3 Collections will meet your requirements, that access to the Collections will be uninterrupted,  
4 timely, secure, or error free, or that defects, if any, will be corrected. We make no warranty of  
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10 use of the Archive's services, the site, or the Collections. You agree that this Agreement is  
11 governed by California law and that any suit arising from this Agreement will be brought in San  
12 Francisco, California, and you further agree that on the election and reasonable notice of either  
13 party any litigation shall be referred to arbitration pursuant to the California Code of Civil  
14 Procedure, §§1280 et seq. In addition, you agree that should any provision in the Agreement be  
15 found invalid, unlawful, or unenforceable, that provision shall not affect the validity or  
16 enforceability of the remaining provisions.

17  
18 Under no circumstances, including, without limitation, negligence, shall the  
19 Archive or its parents, affiliates, officers, employees, or agents be responsible for any indirect,  
20 incidental, special, or consequential damages arising from or in connection with the use of or the  
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22 Collections, or resulting from unauthorized access to the Collections or your transmissions of  
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24 even if the Archive has been advised of the possibility of such damages. Some jurisdictions do  
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2 of the above may not apply to you.

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4 constitute the full and complete agreement between you and the Archive and are not intended to  
5 inure to third-party beneficiaries.

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7 We welcome your input. Please contact us with any comments or questions at  
8 info@archive.org.

9 Privacy Policy 10 March 2001  
10

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14 to the public. The Archive offers access to some of its Collections mainly by allowing  
15 Researchers to access its Unix machines. This open approach is somewhat like the situation in a  
16 public library, where staff and patrons might see who else was in the library and a bit of what  
17 they were working on. When Researchers using the Collections log on to the same Unix machine  
18 using different accounts, some sharing of information may take place. While the Archive  
19 endeavors to enforce its Terms of Use and maintain standard computer security, it is important  
20 for both those who visit the site ("Visitors") and Researchers (collectively, "Users") to be aware  
21 of the open nature of the Archive.

22  
23 The Archive may make changes to this policy from time to time and will notify  
24 you of such changes by posting an updated date in the Terms, Privacy, and Copyright link at the  
25 bottom the home page of the Archive's Web site (the "Site"). Your continued use of the Site  
26  
27

and/or the Collections constitutes your acceptance of any changes to the Privacy Policy concerning, but not limited to, both previously and prospectively collected information.

## What Personal Information May the Archive Have on Its Computers and Systems?

Because the Archive uses standard Web logging in its Web servers, our Web server may automatically recognize the domain name of each Visitor, each Visitor's IP address, what Web page the Visitor requests, and the time of the request, along with a variety of information supplied by the visitor's browser. See [www.microsoft.com](http://www.microsoft.com) and [www.netscape.com](http://www.netscape.com) for information about the Microsoft Internet Explorer and Netscape Navigator browsers, and see [www.apache.org](http://www.apache.org) for details about Web logs.

In addition, the Archive may collect the email addresses and messages of those who communicate with it via email or who enter email addresses in forms.

The Archive may collect personally identifying information when a Researcher registers for access to the Collections, including the Researcher's name, address, telephone number, and email address, and the Researcher's proposal for using the Collections.

The Archive may use "cookies" to track Users' activities on the Site and in the Collections. Cookies are small files that a server transfers to the hard drive of someone who visits a site and that the server can access when the person returns to the site.

The primary sources of content for the Collections are publicly accessible Web pages that were collected and donated by third parties, but the Archive will expand on such sources through its own collection activities. For instructions on removing a particular set of

1 pages currently included in the Collections, please see our policies and procedures for page  
2 removal.

3 The communications between you and the Archive may pass through many  
4 machines, operating systems, programs, browsers, Web servers, networks, routers, Ethernet  
5 switches, Internet service providers, proxy servers, intranets, the public phone system, or other  
6 devices (collectively, "Devices") on your premises, at the Archive, and in between. Some of  
7 these Devices create logs of activities that are recorded on computer systems.

8 **What Might the Internet Archive Do With the Information on Its Computers?**

9 The Archive has no present intention to charge for access to the Collections. The  
10 Archive may transfer the information on its machines, including personally identifying  
11 information, into the Collections. The Collections are made available to researchers and may be  
12 made available on the Site, or provided to third parties, for any use, without limitation. For  
13 instance, parts of the Collections are now in the collections of the Library of Congress and the  
14 Smithsonian Institution.

15 Advances in data mining technology may make it possible to discover more  
16 personally identifiable information or profiles in the Collections.

17 The Archive may disclose any information it collects from Users if the Archive  
18 believes in good faith that such action is reasonably necessary to enforce its Terms of Use or  
19 other policies, to comply with the law, to comply with legal process, to operate its systems  
20 properly, or to protect the rights or property of itself, its Users, or others.

1 It is possible that the computers at the Archive could become compromised by others and that the  
2 information on the Archive's computers could be collected and disseminated without the  
3 knowledge or consent of the Archive. While the Archive endeavors to block "crackers" from  
4 breaking into its machines, the Archive is not responsible or liable for any such unauthorized  
5 uses of the Archive or its data.

7 How to Update Researcher Registration Information

8 Researchers can help the Archive maintain the accuracy of their information by  
9 notifying the Archive of any changes in their address, title, phone number, or email address.  
10 Contact the Archive by email at [info@archive.org](mailto:info@archive.org) to see, update, or delete your information.

12 Copyright Policy 10 March 2001

13 The Internet Archive respects the intellectual property rights and other proprietary  
14 rights of others. The Internet Archive may, in appropriate circumstances and at its discretion,  
15 remove certain content or disable access to content that appears to infringe the copyright or other  
16 intellectual property rights of others. If you believe that your copyright has been violated by  
17 material available through the Internet Archive, please provide the Internet Archive Copyright  
18 Agent with the following information:

20 Identification of the copyrighted work that you claim has been infringed;

21 An exact description of where the material about which you complain is located  
22 within the Internet Archive collections;

24 Your address, telephone number, and email address;

1 A statement by you that you have a good-faith belief that the disputed use is not  
2 authorized by the copyright owner, its agent, or the law;

3 A statement by you, made under penalty of perjury, that the above information in  
4 your notice is accurate and that you are the owner of the copyright interest involved or are  
5 authorized to act on behalf of that owner;and

6  
7 Your electronic or physical signature.

8 The Internet Archive Copyright Agent can be reached as follows:

9 Internet Archive Copyright Agent

10 Internet Archive

11 300 Funston Ave

12 San Francisco, CA 94118

13 Phone: 415-561-6767

14 Email: [info@archive.org](mailto:info@archive.org)

15 For More Information

16  
17  
18  
19 If you have any questions or comments regarding these terms and policies or the  
20 Archive's data collection practices, please contact the Archive at [info@archive.org](mailto:info@archive.org) or Internet  
21 Archive, 300 Funston Ave., San Francisco, CA 94118, phone 415-561-6767.

1                   **Declaration of Authenticity:**

2                   I, Marc Wolstenholme, declare under penalty of perjury that the statements made  
3                   are true and accurate

4

5

6                   Executed on April 26, 2025, in Coventry, England.

7                   Respectfully submitted,

8                   Signature: *M.WOLSTENHOLME.*

9

10                  Marc Wolstenholme

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12                  5 Shetland Close

13                  Coventry, England CV5 7LS

14                  [marc@mwwolf-fiction.co.uk](mailto:marc@mwwolf-fiction.co.uk)